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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE PLAY OF SOUTH FIRS

THIS DECLARATION, made this 11th day of September, 1985, by BURNSTEAD CONSTRUCTION COMPANY, a Washington corporation, hereinafter called "Developer",

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent landscape entry areas, recreational facilities and other residential amenities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the maintenance of said landscape areas, open spaces, common recreational areas and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Washington, as a non-profit corporation, the SOUTH FIRS HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1: The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the SOUTH FIRS HOMEOWNERS ASSOCIATION.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the

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TICOR TITLE INSURANCE CO.
1003 WESTERN AVE., SUITE 200
SEATTLE, WA 98104

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mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II
Property Subject to This Declaration:
Additions Thereto

Section 1: Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in King County, Washington, and is more particularly described as follows:

The Plat of SOUTH FIRS, according to the plat recorded in Volume 132 of Plats, pages 1 through 2, records of King County, Washington,

all of which real property shall hereinafter be referred to as "Existing Property."

Section 2: Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions of Other Divisions. Upon the recording of other subdivision plats of SOUTH FIRS by the Developer, said additional divisions shall upon written election of the Developer become subject to this Declaration at the date of filing with the King County Recorder.

(b) Additions Upon Approval. Upon approval in writing by the Board of Directors of the SOUTH FIRS HOMEOWNERS ASSOCIATION as provided in its Articles of Incorporation, adjoining property may be added and be subject to the jurisdiction of the SOUTH FIRS HOMEOWNERS ASSOCIATION.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III
Residential Area Covenants

Section 1. Land Use and Building Type. All building sites in the tract, excluding designated recreational areas, shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage for not more than three (3) cars, guest house, and other outbuildings incidental to residential use of the premises.

Section 2: Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street than 30 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a

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building on a lot to encroach upon another lot. When regulations of the governing jurisdiction require larger set backs they shall control.

Section 3: Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 4: Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5: Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence for a period longer than fourteen (14) days.

Section 6: Construction Period. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six (6) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

Section 7: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Political yard signs of not more than five square feet are allowed during campaign periods.

Section 8: Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other small household animals or birds may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 9: Garbage. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10: Fences. No fence, wall, or hedge shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall. Exceptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee).

Section 11: Oil and Mining Operations. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

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Section 14: Covenants Running With Land. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants 'n whole or in part.

Section 16: Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulations of building and improvements subject to the procedures hereinafter set forth. The Architectural Control Committee shall adopt such reasonable and uniform rules of architectural control as the Board of Directors may prescribe, including, but not necessarily limited to the following:

1. No outbuilding or structure of any kind may be built on a platted residential lot before construction of a permanent residence.
2. No construction of a dwelling may be started on a platted residential lot without first obtaining:
 - (a) A building permit from the proper local governmental authority, and
 - (b) Written approval from the Board

of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article IV of these covenants.

- (c) Each single family residence on a platted residential lot shall contain a minimum floor area of 1600 square feet if a one story residence, and 1800 square feet if more than a one story residence, exclusive of open decks (covered or uncovered) garages, covered carports, sheds or outbuildings.
- (d) Garages on platted residential lots may be detached from the main dwelling structure. However, carports must be a part of the main dwelling structure or connected to it by a roof or fence. At least two sides of a carport must be enclosed. The design and roof materials of garages and carports shall be compatible with those of the main dwelling.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a platted residential lot unreasonably interferes with an abutting owners use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve within forty-five (45) days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Notwithstanding any of the above provisions to the contrary, it is intended that the initial Architectural Control Committee shall remain in office until the happening of the earlier of the following events:

- (a) when the Developer, BURNSTEAD CONSTRUCTION COMPANY, has completed all phases of construction and development of the plat of SOUTH FIRS, including its several divisions thereof to be added; or
- (b) on the 1st day of January, 1989.

Upon the happening of either of the above referenced events, the authority of the Architectural Control Committee shall automatically transfer to the SOUTH FIRS HOMEOWNERS ASSOCIATION, a non-profit corporation, for the designation of such new committee members as provided hereinabove by the Board of Directors of said corporation.

ARTICLE V Property Rights in Common Properties

Section 1: Members' Easements of Enjoyment. Subject to the provisions of Section 3 below, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

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Section 2: Title to Common Properties. The Developer may retain the legal title to the Common Properties, if any, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association not later than the 1st day of January, 1989.

Section 3: Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of the Association to donate all operating and capital surpluses in excess of anticipated maintenance, replacement and capital improvement requirements to qualified public and private charitable uses; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE VI Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of

such property at the time when the assessment fell due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and the maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the houses situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3: Basis and Maximum of Annual Assessments. The initial annual assessment shall be \$75.00 per year per Lot. From and after January 1, 1989, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5: Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 (c) hereof.

Section 6: Quorum For Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and Section 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty (50) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding

meeting.

Section 7: Date of Commencement of Annual Assessments; Due Dates.
The annual assessments provided for herein shall commence on January 1, 1986.

The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8: Duties of the Board of Director. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing assigned by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The cost of preparing such a statement may be charged to the Owner requesting it.

Section 9: Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11: Exempt Property. The following property subject to this Declaration shall be exempted from the assessment charge and lien created herein:

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(a) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;

(b) all Common Properties as defined in Article I, Section 1 hereof;

(c) all properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII General Provisions

Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owner, of two-third (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2: Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or inequity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. FHA/VA Approval. In the event there is at least one outstanding loan guaranteed by either the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

BURNSTEAD CONSTRUCTION COMPANY

BY Fred H. Burnstead
Fred H. Burnstead, President

8509160002

STATE OF WASHINGTON

COUNTY OF King }

On this 11 day of Sept, 1985, before me, the undersigned, a Notary Public, personally appeared Fred H. Burnstead, to me known to be the President of said corporation that executed the within and foregoing Declaration of Covenants and Restrictions for South Fir and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Mary J. Smith
Notary Public for and for the State of Washington,
residing at Bellevue.

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOUTH FIRS #2 AND #3

THIS DECLARATION, made this 19th day of September, 1986, by BURNSTEAD CONSTRUCTION CO., a Washington corporation, hereinafter referred to as "Developer" and JAMES and LISA ROJECKI, WILLIAM and SHARON ZNGLE, BRUCE and BONNIE SHIVEL, and ALLEN MARTIN/SUSAN FESSER, hereinafter referred to as "Lot Owners".

WITNESSETH

Whereas, Developer's predecessor has previously executed and filed a certain Declaration of Covenants and Restrictions which is recorded under Auditor's File No. 8509160002 records of King County, Washington, with respect to certain real property described therein; and

Whereas, Article II, Section 2a, thereof permits annexation of contiguous division plats to the Declaration of Covenants and Restrictions previously recorded,

NOW, THEREFORE, Developer hereby declares that South Firs #2, as recorded in Volume 133 of Plats, pages 25-27, records of King County, Washington, and South Firs #3, as recorded in Volume 134 of Plats, pages 63-64, records of King County, Washington, shall be held, sold and conveyed subject to the covenants and restrictions and the addition thereto recorded under King County Auditor's File No. 8509160002. These covenants and restrictions are adopted for the purpose of enhancing and protecting the value, desirability and attractiveness of said property.

IN WITNESS WHEREOF, the Developer has executed this instrument this 19th day of September, 1986.

RECEIVED

BURNSTEAD CONSTRUCTION CO.

Frederick H. Burnstead
Frederick H. Burnstead, President

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NOTARY PUBLIC
KING COUNTY
WASHINGTON

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 7 day of Oct, 1986, before me, the undersigned, a Notary Public, personally appeared Frederick H. Burnstead to me known to be the individual who executed the within instrument, and acknowledged to me that he signed and sealed the same as he, free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Maria Ann O'Brien
Notary Public in and for the State of Washington,
residing at *Bellevue*
My Commission Expires *7/15/88*

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IN WITNESS WHEREOF, the Lot Owner of lot 20, South First #2, has executed this instrument this 19th day of September, 1986.

Bruce Shively Bonnie Shively
Bruce Shively Bonnie Shively

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 19th day of September, 1986, before me, the undersigned, a Notary Public, personally appeared Bruce and Bonnie Shively, Husband and wife, to me known to be the individuals who executed the within instrument, and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Allen B. Brown
Notary Public in and for the State of Washington,
residing at Seattle
My Commission Expires - Mar 17, 1988

IN WITNESS WHEREOF, the Lot Owner of lot 19, South First #2, has executed this instrument this 19th day of September, 1986.

Alan Martin Susan Fesser
Alan Martin Susan Fesser

STATE OF WASHINGTON)
COUNTY OF) SS

On this 18 day of December, 1986, before me, the undersigned, a Notary Public, personally appeared Alan Martin and Susan Fesser, husband and wife, to me known to be the individuals who executed the within instrument, and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Coralyn J. Balut
Notary Public in and for the State of Washington,
residing at Federal Way
CORALYN J. BALUT
COMMISSION EXPIRES
NOTARY
PUBLIC
APR 15, 1989
STATE OF WASHINGTON

002720

CERTIFICATE FOR INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss
COUNTY OF WASHINGTON)

8611190112

On this 12th day of NOVEMBER, 1986, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BENNE SHIVELY, to me known or proven on the basis of satisfactory evidence to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the
State of Washington, residing at
SACHERWICH

My appointment expires:

4-2-89

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IN WITNESS WHEREOF, the Lot Owner of lot 12, South Firs #2, has executed this instrument this 19th day of September, 1986.

James Rojecki Lisa Rojecki
James Rojecki Lisa Rojecki

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 23 day of November, 1986, before me, the undersigned, a Notary Public, personally appeared James and Lisa Rojecki, husband and wife, to me known to be the individuals who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Kenneth H. Reed
Notary Public in and for the State of Washington,
residing at Bellevue, WA

IN WITNESS WHEREOF, the Lot Owner of Lot 11, South Firs #2, has executed this instrument this 19th day of September, 1986.

William Engle Sharon Engle
William Engle Sharon Engle

STATE OF WASHINGTON)
) SS
COUNTY OF King)

On this 31 day of November, 1986, before me, the undersigned, a Notary Public, personally appeared William and Sharon Engle, husband and wife, to me known to be the individuals who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Sharon J. Engle
Notary Public in and for the State of Washington,
residing at Bellevue, WA

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SOUTH FIRS #2 AND #3

THIS DECLARATION, made this 19th day of September, 1986, by BURNSTEAD CONSTRUCTION CO., a Washington corporation, hereinafter referred to as "Developer".

WITNESSETH

Whereas, Developer's predecessor has previously executed and filed a certain Declaration of Covenants and Restrictions which is recorded under Auditor's File No. 8509160002 records of King County, Washington, with respect to certain real property described therein; and

Whereas, Article II, Section 2a, thereof permits annexation of contiguous division plats to the Declaration of Covenants and Restrictions previously recorded,

NOW, THEREFORE, Developer hereby declares that South Firs #2, as recorded in Volume 133 of Plats, pages 25-27, records of King County, Washington, and South Firs #3, as recorded in Volume 134 of Plats, pages 63-64, records of King County, Washington, shall be held, sold and conveyed subject to the covenants and restrictions and the addition thereto recorded under King County Auditor's File No. 8509160002. These covenants and restrictions are adopted for the purpose of enhancing and protecting the value, desirability and attractiveness of said property.

IN WITNESS WHEREOF, the Developer has executed this instrument this 19th day of September, 1986.

BURNSTEAD CONSTRUCTION CO.

8609230402
CASHSL

3.00 40402 D
*****5.00

Frederick H. Burnstead
Frederick H. Burnstead, President

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 19 day of Sept, 1986, before me, the undersigned, a Notary Public, personally appeared Frederick H. Burnstead to me known to be the individual who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

May Donald Sten
Notary Public, for the State of Washington,
residing at Shirley
My Commission Expires 7/15/88

8609230402

500
SEATTLE WA 98104

Return to
Burnstead Court Co
14250 - N.E. Dist
Bellevue, WA 98007
attn Mary Jane Slye

66092304C2

SEP 23 9 34 AM '88
BY THE CLERK OF
RECORDS & CLERKS
KING COUNTY

RECEIVED THIS DAY

000358